



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 31, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO COUNTY LEASE NO. 71681
DEPARTMENT OF PUBLIC SOCIAL SERVICES
2255 NORTH GAREY AVENUE, POMONA
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

This recommendation is for a lease amendment to extend the lease term for an additional five-year period, thereby providing the Department of Public Social Services uninterrupted use of the 19,500 square foot space.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Mayor to sign Lease Amendment No. 1 with GLEDHALL I for 19,500 rentable square feet of office space and 95 parking spaces at 2255 North Garey Avenue, Pomona, to be occupied by the Department of Public Social Services at a maximum first year cost of \$339,300, of which 92 percent is funded by State and Federal subvention and 8 percent is net County cost.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 MAY 31, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enter into a lease amendment, that allows the Department of Public Social Services (DPSS) to continue occupancy and operations at the subject building for an additional five years. Lease No. 71681 expired on May 9, 2009, and occupancy has continued on a month-to-month holdover tenancy. The subject facility houses DPSS' Greater Avenues for Independence (GAIN) program for East Los Angeles County comprising of 86 full-time employees. The GAIN program provides employment-related services for CalWORKs participants. Approximately 75-80 participants visit this facility on a daily basis.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of the County's operations to support the timely delivery of customer-oriented and efficient public services. Approval of the lease amendment will provide the continued occupancy of the office space that houses DPSS programs. The lease amendment is in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The maximum first year rental costs will be \$339,300.

2255 Garey Avenue, Pomona	Existing Lease	Proposed Amendment	Changes
Area	19,500 square feet (sq. ft.)	19,500 square feet (sq. ft.)	None
Term	5/10/1999 to 5/9/2009; Month-to-Month (5/10/99-Present)	6/1/2011 to 5/31/2016 Upon Board approval	+5 years
Annual Base Rent	\$350,693 (\$17.99 per sq. ft.)	\$339,300 (\$17.40 per sq. ft.)	-\$11,393
Annual Base Rent Adjustment	Consumer Price Index (CPI) Adjustment: minimum of 1.5 percent and maximum of 4 percent	CPI Adjustment: minimum of 2 percent and maximum of 4 percent	Minimum of 2 percent
Parking (included in Rent)	95 spaces	95 spaces	None
Cancellation	After 60 th month, upon 180 days notice	None	No Cancellation

Sufficient funding for the proposed lease amendment has been included in the 2010-11 Rent Expense budget and will be billed back to DPSS. DPSS has allocated sufficient funds in its 2010-11 operating budget to cover the projected lease costs. The rental costs are to be funded via State and Federal subvention at a rate of 92 percent and 8 percent are net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing terms and conditions of the original lease shall remain unchanged for the proposed amendment, except the following provisions:

- The extended lease term shall commence upon execution of Amendment No. 1 by the County of Los Angeles (County), and terminate five years thereafter.
- The rent shall be adjusted annually in accordance with changes in the CPI, but the annual adjustment shall not be less than 2 percent nor more than 4 percent.
- The previous cancellation option is null and void. The extended term of five years is not subject to early termination.
- The Lessor will continue to be responsible for the operating expenses associated with the County's tenancy, except utilities.
- As a condition precedent to the County entering this lease amendment, the Lessor shall structurally retrofit the building and install new carpet, at its sole expense.

Based upon a market survey of similar office properties, staff has determined that the rental range including parking for similar properties and similar lease terms is between \$16.80 and \$22.80 per square foot per year. Thus, the proposed annual rental rate of \$17.40 is within the market rental range for the area.

The Department of Public Works has inspected the subject facility and determined that the building needs to be seismically retrofitted. The Landlord has agreed to complete the retrofit work during non-business hours, at its sole cost and expense. In the event Landlord fails to perform the retrofit work within 180 days of issuance of the building permit, the lease is cancelable.

Notice has been sent to the City of Pomona (City) pursuant to Government Code Sections 65402 and 25351. The City has no objections to the proposed renewal.

A child care center in this building is not feasible.

The Honorable Board of Supervisors
May 31, 2011
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ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office (CEO) has concluded that this project is exempt from California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will provide the office space necessary for DPSS to maintain its GAIN program at the current location. DPSS concurs with the recommendation herein.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return three certified copies of the Minute Order and the adopted stamped Board letter to the CEO, Real Estate Division, 222 South Hill Street, Los Angeles, CA 90012.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:WLD
CEM:KW:hd

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Public Social Services

DEPARTMENT OF PUBLIC SOCIAL SERVICES
2255 NORTH GAREY AVENUE, POMONA
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²	X		
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² 227 sq. ft. per person. The space includes classrooms for training purposes.		X	
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?	X		
	G	Was build-to-suit or capital project considered? ² Budget conditions do not support such a project at this time.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u>X</u> No suitable County occupied properties in project area.			
		3. <u>X</u> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full service lease? ² The landlord is unwilling to change the original lease terms for this lease renewal. The original lease requires DPSS to pay utility expenses directly.		X	
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
2255 NORTH GAREY AVENUE, POMONA
FIVE MILE RADIUS SEARCH – 2255 NORTH GAREY AVENUE, POMONA**

LACO FACILITY NAME	ADDRESS	SQUARE FEET		OWNERSHIP	SQUARE FEET AVAILABLE
		GROSS	NET		
4408 CAMP GLENN ROCKEY-ADMINISTRATION BUILDING	1900 N SYCAMORE CANYON RD, SAN DIMAS 91773	5083	3585	OWNED	NONE
A089 BOARD OF SUP-5TH DISTRICT FIELD OFFICE	615 E FOOTHILL BLVD, SAN DIMAS 91773	1292	1048	LEASED	NONE
X561 BONELLI-REGIONAL PARK HEADQUARTERS BUILDING	120 VIA VERDE, SAN DIMAS 91773	2646	1322	OWNED	NONE
2887 SHERIFF-SAN DIMAS STATION (VAC)	122 N SAN DIMAS AVE, SAN DIMAS 91773	9480	5783	OWNED	5783
5673 PUBLIC LIBRARY-SAN DIMAS LIBRARY	145 N WALNUT AVE, SAN DIMAS 91773	13628	11421	OWNED	NONE
0216 SHERIFF-METROLINK UNIT	1615 W MCKINLEY AVE, LA VERNE 91750	3050	2898	LEASED	NONE
4135 BRACKETT FIELD-ADMINISTRATION BUILDING-1	1615 W MCKINLEY AVE, LA VERNE 91750	9393	3693	OWNED	NONE
Y478 PUBLIC LIBRARY-LA VERNE LIBRARY	3640 D ST, LA VERNE 91750	10347	8486	OWNED	NONE
A359 DPSS-POMONA GAIN PROGRAM REGION III SUBOFFICE	2255 N GAREY AVE, POMONA 91768	19500	18525	LEASED	NONE
6312 PUBLIC LIBRARY-CLAREMONT LIBRARY	208 N HARVARD AVE, CLAREMONT 91711	22921	17447	OWNED	NONE
D602 DPSS-POMONA WS DISTRICT OFFICE	2040 W HOLT AVE, POMONA 91768	54265	39418	OWNED	NONE
A036 PROBATION-POMONA VALLEY AREA OFFICE	1660 W MISSION BLVD, POMONA 91766	21680	17618	LEASED	NONE
5307 PH-POMONA PUBLIC HEALTH CENTER	750 S PARK AVE, POMONA 91766	15980	14960	FINANCED	NONE
A300 DIST ATTY-POMONA INTERVALLEY OFFICE BUILDING	300 S PARK AVE, POMONA 91766	6938	6591	LEASED	NONE
A376 DCFS-POMONA WASHINGTON MUTUAL BUILDING	100 W 2ND ST, POMONA 91766	37315	35449	LEASED	NONE
A563 ALT PUBLIC DEFENDER - POMONA OFFICE	101 W MISSION BLVD, POMONA 91766	2744	2607	LEASED	NONE
A052 DPSS-POMONA IN HOME SUPPORTIVE SRVC	360 E MISSION BLVD, POMONA 91766	17616	16735	LEASED	NONE

**AMENDMENT NO. 1 TO COUNTY LEASE NO. 71681
2255 NORTH GAREY AVENUE, POMONA**

This Amendment No. 1 to Lease No. 71681 ("Amendment No. 1") is made and entered into this 31st day of May, 2011, by and between EARL LYONS doing business as GLEDHALL I ("Lessor") and the COUNTY OF LOS ANGELES, a body politic and corporate ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain County Lease No. 71681 dated July 21, 1998 (the "Lease") whereby Lessor leased to Lessee approximately 19,500 rentable square feet of space in the building located at 2255 North Garey Avenue, Pomona, California ("Premises"), for a term of ten (10) years from May 10, 1999 to May 9, 2009; and

WHEREAS, The Initial Term for the Premises expired on May 9, 2009 and continues on a monthly basis; and

WHEREAS, Landlord and Tenant desire to amend the Lease for the purpose of extending the Term of the Lease, adjusting the rent, and effectuating certain renovations; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements hereinafter contained, Lessor and Lessee hereby covenant and agree to amend the Lease as follows:

1. The following is hereby added to Section 2A ORIGINAL TERM:

The term of this Lease shall be for a period of five (5) years commencing upon execution of this Amendment No. 1 by the Lessee.

2. The following is hereby added to Section 2B OPTIONS TO RENEW:

Lessee hereby exercises its Option to Renew. The Option to Renew is hereby extinguished.

3. Section 3. RENT, is hereby deleted in its entirety and replaced with the following:

The Lessee hereby agrees to pay as rent for the Premises during the term the sum of Twenty Eight Thousand Two Hundred Seventy Five and 00/100 Dollars (\$28,275.00) per month for months one (1) through twelve (12) of the Lease term. Rental payments shall be payable by Auditor's General Warrant within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month. Pursuant to the rent adjustment formula set forth in Section 27 hereof, rental payments shall be subject to adjustment on the 13th month of the term.

4. Section 5 CANCELLATION is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

Lessee shall not have the right to cancel this Lease, except as specifically set forth in the Lease.

71681 Supplement No. 1

5. Section 15. NOTICES, is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth below. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Postal return receipt or overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

Any such notice and the envelope containing the same shall be addressed to the Lessor as follows:

GledHall I
Attention: Earl Lyons
1270 Lincoln Avenue, Suite 400
Pasadena, CA 91103

or such other place as may hereinafter be designated in writing by the Lessor except that Lessor shall at all times maintain a mailing address in California.

The notices and envelopes containing the same shall be addressed to the Lessee as follows:

Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

with a copy to:

Chief Executive Office
Real Estate Division
Attention: Director of Real Estate
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

6. Section 17A, 17B, and 17C. INSURANCE, are hereby deleted in their entirety, and the following language is inserted in substitution thereof:

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000 and (3) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord to maintain the insurance and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least fifteen (15) days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document the subject Property's address, that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

(d) Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

7. Section 25. TENANT IMPROVEMENTS, is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

As a condition of Lessee entering into this Lease Amendment No. 1, Lessor hereby agrees to complete certain tenant improvements and renovations at its sole cost and expense. Lessee shall not be required to reimburse Lessor for any costs associated with the following Scope of Work (collectively, the "Tenant Improvements"):

i. Lessor has submitted drawings dated June 4, 2009 and stamped by John W. Starlin, a Licensed California Structural Engineer, to the County Department of Public Works (DPW) for approval of certain structural retrofitting work to meet County DPW structural and seismic requirements. Lessor shall complete the retrofit work as outlined in the aforementioned drawings.

ii. Lessor shall replace the carpet throughout the Premises in accordance with Lessee's specifications and Tangram Fabricators' Quote Number 1272 dated August 9, 2010.

Lessor within ten days after receipt of a duly executed copy of this Amendment No. 1 shall promptly prepare or cause its architect to prepare the Working Drawings ("Working Drawings") covering the aforementioned Scope of Work.

The Tenant Improvements must be of substantially the same quality, value and workmanship as the remainder of the Building, and must be completed in accordance with all applicable laws. The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. Any non-Tenant Improvement work, including construction, that Lessor must undertake to obtain the necessary jurisdictional approvals shall be at Lessor's sole cost and expense.

The parties agree that the estimated time for completion of the Tenant Improvements is 90 days from the date of issuance of the building permit(s) (the "Estimated Completion Date"). Lessor shall file for building permit(s), if applicable, to construct the Tenant Improvements within ten (10) days of completion of final Working Drawings and shall diligently proceed to obtain the permit(s) as soon as reasonably possible.

Completion of the Tenant Improvements may be delayed by the following ("Force Majeure Events"):

1. Any act of God which Lessor could not have reasonably foreseen and provided for, or
2. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Lessor cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or
- 3 Any war or declaration of a state of national emergency, or
4. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Tenant Improvements.

If Lessor fails to obtain the building permit for the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within ninety (90) days from the Estimated Completion Date, which period shall be extended for the duration of a Force Majeure Event, Lessee may, at its option, upon thirty (30) days written notice to Lessor, assume the responsibility for performing the Tenant Improvements itself or cancel the Lease. If Lessee elects to perform the Tenant Improvements, then Lessee, its officers, employees, agents, contractors, subcontractors and assignees, shall have free access to the Premises at all reasonable times for the purpose of performing the Tenant Improvements and for any other purposes related thereto.

8. Section 27. RENTAL ADJUSTMENTS, is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

After the 12th month of the Lease Term (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Riverside-Orange County, CA area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month the adjustment is to be effective, and the

denominator being the Index published for the month the Lease commenced (the "Base Index"). If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

If the Index is discontinued or revised during the term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{[\text{Base Index}]} \times \$28,275.00 \text{ (Base Rent)} = \text{New Monthly Base Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an annual increase less than two percent (2%) or more than four percent (4%) per year of the Base Rent of \$28,275.00 (i.e. not less than \$565.50 per month, per annual adjustment and not more than \$1,131.00 per month, per annual adjustment). In no event shall the monthly rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable during the previous year of the Lease.

9. All undefined terms when used herein shall have the same respective meanings as are given under the Lease as amended unless expressly provided otherwise in this Amendment No. 1.

10. Each of the signatories for Lessor and Lessee each personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the other party from all damages, costs, and expenses, which result from a breach of this representation.

11. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of Lease No. 71681 and/or any prior amendment thereto, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions of the Lease as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor has executed this Amendment No. 1 or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf by the Chair of said Board and attested to by the Clerk thereof the day, month, and year first above written.

LESSOR:

EARL LYONS doing business as
GLEDHALL, I,

By: *Earl Lyons*

Name: EARL LYONS

Its: _____

LESSEE:

COUNTY OF LOS ANGELES
a body politic and corporate

By: *Mike Antonovich*

Name: MIKE ANTONOVICH

Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: *Lachelle Smitherman*
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: *Amy M. Caves*
Senior Deputy: Amy M. Caves



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Lachelle Smitherman*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13

MAY 31 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

71681 Supplement No. 1